

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**OHIO CASUALTY
INSURANCE COMPANY,**
Plaintiff

v.

SLAB STRATEGIES, LLC.
Defendant

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CIVIL ACTION NO. 4:19-CV-02203

PLAINTIFF'S ORIGINAL COMPLAINT

Ohio Casualty Insurance Company ("OCIC") files this Original Complaint against Slab Strategies, LLC ("Slab Strategies") and for cause would show as follows:

I. PARTIES

1. Plaintiff Ohio Casualty Insurance Company is a company organized under the laws of the State of Ohio with a principal place of business in Boston, Massachusetts.

2. Defendant Slab Strategies is a domestic limited-liability company formed under the laws of the State of Texas, with its headquarters located at 13645 Reeveston Road, Houston, Texas 77039. Service may be effected on Defendant by serving its registered agent for service, Business Filings Incorporated, with a citation and copy of the petition at the following address:

Business Filings Incorporated
701 Brazos Street, Suite 720
Austin, Texas 78701

3. Plaintiff respectfully requests that citation be issued at this time for Defendant Slab Strategies through its registered agent.

II. VENUE AND JURISDICTION

4. This suit is within the Court's diversity jurisdiction pursuant to 28 U.S.C. § 1332 because it is between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.

5. Venue is proper in the Southern District of Texas, Houston Division, pursuant to 28 U.S.C. 1391 (b) because Defendant "resides" in this judicial district and, with respect to this action, is subject to the court's personal jurisdiction in the district.

III. FACTUAL BACKGROUND

6. OCIC provided several different types of insurance coverage to Slab Strategies. OCIC issued Commercial General Liability policies to Slab Strategies for the periods September 21, 2016 to September 21, 2017 and September 21, 2017 to September 21, 2018, under Policy Numbers BLO (17) 57 56 54 91 and BLO (18) 57 56 54 91, respectively. *See* copies of the policies attached hereto as Exhibits "A" and "B." OCIC also issued a Commercial Inland Marine policy to Slab Strategies for the period May 10, 2017 to May 10, 2018 under Policy Number BMO (18) 57 56 54 91. *See* copy of the policy attached hereto as Exhibit "C."

7. OCIC further provided Workers Compensation and Employers Liability Insurance coverage to Slab Strategies under Policy Numbers XWS (17) 57 56 54 91 from September 21, 2016 to September 21, 2017, and XWS (18) 57 56 54 91 from September 21, 2017 to September 21, 2018. *See* copies of the policies attached hereto as Exhibits "D" and "E."

8. OCIC also issued a Business Auto policy to Slab Strategy for the period September 21, 2016 to September 21, 2017, with Policy No. BAS (17) 57 56 54 91. *See* copy of the policy attached hereto as Exhibit "F."

9. In addition, Slab Strategies obtained commercial umbrella coverage under Policy

No. USO (17) 57 56 54 91 issued by OCIC for the period beginning September 21, 2016 till September 21, 2017. *See* copy of the policy attached hereto as Exhibit "G."

10. Finally, OCIC provided Commercial Property insurance coverage to Slab Strategies under Policy No. BFS (18) 57 56 54 91, for policy period April 21, 2017 through April 21, 2018. *See* copy of the policy attached hereto as Exhibit "H."

11. The Policies are insurance contracts which provided insurance coverage for certain liabilities of Slab Strategies as set forth in the Policies in exchange for premiums.

12. Pursuant to their terms, initial premiums for each of the Policies are subject to audit based on the actual exposure during the effective dates of coverage. These audits can result in additional or return premiums. OCIC performed an audit of Slab Strategies in accordance with the provisions outlined in the above-mentioned policies. The audit indicated that an additional premium of \$227,063.92.00 was due from Slab Strategies.

13. OCIC requested payment from Slab Strategies of the overdue premium, but Slab Strategies has failed, refused and continues to refuse to remit payment.

V. CAUSES OF ACTION

BREACH OF CONTRACT

14. OCIC repeats, restates and re-alleges the allegations of Paragraphs 1 through 9 of the Petition as if fully set forth herein.

15. By entering the Policies with Liberty, Slab Strategies accepted insurance services from OCIC and became bound to pay to OCIC the premium agreed to by the parties.

16. As a result of Slab Strategies' breach of the Policies, OCIC has suffered damages in the amount of \$227,063.92 plus interest, attorneys' fees and litigation costs.

QUANTUM MERUIT

17. OCIC repeats, restates and re-alleges the allegations of Paragraphs 1 through 9 of the Petition as if fully set forth herein.

18. Pleading alternatively, OCIC provided and Slab Strategies accepted valuable insurance coverage under the Policies, which insurance coverage, upon information and belief, allowed Slab Strategies to conduct and continue its business operations including, but not limited to operating motor vehicles on public roads, providing concrete services, satisfying its contractual obligations to its clients, complying with statutory regulations related to insurance coverage, obtaining financing for its operations and employing its workforce. Slab Strategies had reasonable notice that OCIC expected to be compensated for the provision of insurance services, but Slab Services failed to provide such reasonable compensation. Therefore, OCIC hereby brings suit for the reasonable value of the services provided to Slab Strategies.

VI. CONDITIONS PRECEDENT

19. All conditions precedent to OCIC's claims for relief have been performed or have occurred.

VII. DAMAGES

20. Slab Strategies' breach of the insurance contracts through its refusal to pay premiums owed on the policies has caused OCIC to incur reasonable and necessary attorneys' fees to prepare this action.

21. In addition, OCIC pleads for an award of its actual damages plus all interest allowable by law, both pre-judgment and post-judgment.

WHEREFORE PREMISES CONSIDERED, Ohio Casualty Insurance Company prays that Slab Strategies, LLC be cited to appear and answer herein, that OCIC have judgment against Slab

Strategies for its actual damages, including reasonable and necessary attorneys' fees and all pre- and post-judgment interest as allowed by law and for all other relief, legal or equitable, to which OCIC has shown itself justly entitled.

Respectfully Submitted

HANNA & PLAUT, L.L.P.
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By: /s/ Catherine L. Hanna
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**ATTORNEYS FOR PLAINTIFF
OHIO CASUALTY INSURANCE
COMPANY**